

Administrative Authorization Decision

2012-591

Name: Waterfront Maine, LP

Address: 260 Commercial Street

Project Description: Consolidation of Service area at rear of building to include replacement of existing truck dock, compactor and dumpster pads, allowing relocation of semi-truck delivery from Commercial Street to rear of building

Criteria for an Administrative Authorizations:
(4) on page 2 of this application)

Applicant's Assessment
Y(yes), N(no), N/A

Planning Division(See Section 14-523
Use Only

a) Is the proposal within existing structures?	No	No
b) Are there any new buildings, additions, or demolitions?	Yes	Yes
c) Is the footprint increase less than 500 sq. ft.?	Yes	Yes
d) Are there any new curb cuts, driveways or parking areas?	No	No
e) Are the curbs and sidewalks in sound condition?	Yes	Yes
f) Do the curbs and sidewalks comply with ADA?	N/A	N/A
g) Is there any additional parking?	No	No
h) Is there an increase in traffic?	No	No but rerouted
i) Are there any known stormwater problems?	No	No
j) Does sufficient property screening exist?	Yes	Yes
k) Are there adequate utilities?	Yes	Yes
l) Are there any zoning violations?	No	No
m) Is an emergency generator located to minimize noise?	N/A	N/A
n) Are there any noise, vibration, glare, fumes or other impacts?	No	No

The Administrative Authorization for the modification of the Browne's Trading service area with new and improved loading docks, compactor and pad and associated drainage (2012-591) was approved by Jean Fraser, Planner, on December 12, 2012 with the following conditions of approval listed below:

1. All construction shall comply with approved plans: L-1.0 Rev 9 Site Plan; L-2.0 Rev 9 Site Details; and S.1 and S.2 (Structural Plans).
2. All construction and future management shall be in accordance with the Drainage Easement from Waterfront Maine dated September 17, 2012, and the Lease Agreement regarding Parcel 12 of the Fish Pier complex, between the Portland Fish Pier Authority and Browne Trading Co. and Waterfront Maine Limited Partnership, dated November 9, 2012 (page 3 as noted 12.12.12).
3. Any proposals to pave, landscape or fence within or near the service area or access road (other than as shown in the approved plans) shall be subject to further review and approval by the Planning Authority.
4. Standard Condition of Approval: The applicant shall obtain all required City Permits, including building permits from the Inspection Division (874-8703) and any other permits required from the Department of Public Services (874-8801) prior to the start of any construction.



Jean Fraser
Planner

Date of Approval: 12.12.2012



2012-581

Administrative Authorization Application

Portland, Maine

Planning and Urban Development Department, Planning Division

PROJECT NAME: Browne Trading Company

PROJECT ADDRESS: 260 Commercial Street CHART/BLOCK/LOT: 41-A-15, 41-A-12

APPLICATION FEE: \$ 50.00 (\$50.00)

PROJECT DESCRIPTION: (Please Attach Sketch/Plan of the Proposal/Development)

Consolidation of Service area at rear of building to include replacement of existing truck dock, compactor and dumpster pads, allowing relocation of semi-truck delivery from Commercial Street to rear of building.

CONTACT INFORMATION:

OWNER/APPLICANT

Name: Waterfront Maine, LP
Address: 14 Maine Street
Brunswick, ME 04011
Work #: 207.729.7970
Cell #: 207.522.4133
Fax #: 207.725.9500
Home #: _____
E-mail: djaques@WaterfrontME.com

CONSULTANT/AGENT

Name: Carroll Associates
Address: 217 Commercial St, Suite 200
Portland, ME 04101
Work #: 207.772.1552
Cell #: 207.329-8976
Fax #: 207.772-0712
Home #: _____
E-mail: pcarroll@carroll-assoc.com

Criteria for an Administrative Authorization:
(see section 14-523(4) on pg .2 of this appl.)

Applicant's Assessment
Y(yes), N(no), N/A

- | | |
|---|-----------|
| a) Is the proposal within existing structures? | <u>N</u> |
| b) Are there any new buildings, additions, or demolitions? | <u>Y</u> |
| c) Is the footprint increase less than 500 sq. ft.? | <u>Y</u> |
| d) Are there any new curb cuts, driveways or parking areas? | <u>N</u> |
| e) Are the curbs and sidewalks in sound condition? | <u>Y</u> |
| f) Do the curbs and sidewalks comply with ADA? | <u>NA</u> |
| g) Is there any additional parking? | <u>N</u> |
| h) Is there an increase in traffic? | <u>N</u> |
| i) Are there any known stormwater problems? | <u>N</u> |
| j) Does sufficient property screening exist? | <u>Y</u> |
| k) Are there adequate utilities? | <u>Y</u> |
| l) Are there any zoning violations? | <u>N</u> |
| m) Is an emergency generator located to minimize noise? | <u>NA</u> |
| n) Are there any noise, vibration, glare, fumes or other impacts? | <u>N</u> |

RECEIVED SEP 6 2012
July

Signature of Applicant: [Signature] Date: 09.05.12

IMPORTANT NOTICE TO APPLICANT: The granting of an Administrative Authorization to exempt a development from site plan review does not exempt this proposal from other required approvals or permits, nor is it an authorization for construction. You should first check with the Building Inspections Office, Room 315, City Hall (207)874-8703, to determine what other City permits, such as a building permit, will be required.

Re Admin Auth
2012-591

LEASE AGREEMENT BETWEEN
PORTLAND FISH PIER AUTHORITY
AND BROWNE TRADING CO.
AND WATERFRONT, MAINE LIMITED PARTNERSHIP

THIS AGREEMENT made this 9th day of November, 2012, by and between the PORTLAND FISH PIER AUTHORITY, a Maine non-profit local development authority, having a place of business in the City of Portland, County of Cumberland, and State of Maine, and acting pursuant to the terms of a Lease between the City of Portland and the Portland Fish Pier Authority (hereinafter "AUTHORITY"), dated April 30, 1990, and BROWNE TRADING CO., a corporation organized under the laws of Maine and having a place of business in said Portland (hereinafter "BROWNE"), and WATERFRONT, MAINE LIMITED PARTNERSHIP, a limited partnership organized under the laws of Maine and having a place of business in said Portland (hereinafter "WATERFRONT MAINE"); BROWNE and WATERFRONT MAINE are hereinafter together and jointly referred to as "TENANT", and both BROWNE and WATERFRONT MAINE shall be severally (and jointly) liable for duties and obligations ascribed to TENANT, hereunder.

W I T N E S S E T H:

WHEREAS, AUTHORITY operates the Portland Fish Pier Complex, pursuant to the terms of a Management Agreement between it and the City of Portland, dated September 24, 1990; and

WHEREAS, BROWNE has been leasing certain property situated on the said complex pursuant to a lease dated

September 14, 2009, and before that pursuant to a lease dated December 30, 2005; and

WHEREAS, BROWNE has sold its real estate adjacent to the Portland Fish Pier Complex to WATERFRONT MAINE, and now leases that same adjacent real estate from WATERFRONT MAINE; and

WHEREAS, the parties hereto wish enter into a new Lease Agreement;

NOW, THEREFORE, in consideration of their mutual promises, covenants and agreements, and other good and valuable consideration, receipt of which is hereby acknowledged, the said parties agree, as follows:

1. DESCRIPTION OF PREMISES. The premises which are the subject of this lease contain 23,922 square feet, more or less, and are more fully described on the plan designated "Amended Recording Plat 'Portland Fish Pier Complex'," dated January 9, 2001, and recorded in the Cumberland County Registry of Deeds in Plan Book 201, Page 18, on January 18, 2001, as Parcel 12. A copy of the Plat is attached hereto as Exhibit A.

2. TERM. The term of the lease shall be from September 1, 2012 through August 31, 2014.

3. RENT. The rental for the premises will be One Thousand Five Hundred Eighty-Six Dollars and Fifty-Nine Cents (\$1,586.59) per month, for a yearly total of Nineteen Thousand Thirty-Nine Dollars and Eight Cents (\$19,039.08) during the first year, and during the second year The rental for the premises will be One Thousand Six Hundred Twenty-Six Dollars and Twenty-six Cents (\$1,626.26) per

month, for a yearly total of Nineteen Thousand Five Hundred Fifteen Dollars and Twelve Cents (\$19,515.12). TENANT will pay AUTHORITY, without demand and in advance of the first (1st) day of each month. The parties acknowledge that as of the date of the signing of this Lease all rents due and payable have been paid through November 31, 2012, and that the first payment due under this Lease shall be on December 1, 2012.

4. PERMITTED USES. TENANT may use and occupy the premises which are the subject of this lease only for the uses which are described below:

- (a) placement and operation of a loading dock and a trash compactor, or other receptacle for trash, supported on a cement pad;
- (b) use and improvement of the existing gravel road which crosses the property for vehicular traffic;
- (c) BROWNE employee only parking for no more than ten vehicles;
- (d) parking for customers of BROWNE's retail operations via the existing Commercial Street curb cut, subject to approval by the Portland planning authority and the AUTHORITY. Such parking, if approved, shall only be permitted during the normal business hours of the retail operation and shall be regulated by TENANT or their agent(s) accordingly;
- (e) right of access across the paved areas of Lot 12a as shown on Exhibit A, for vehicles and pedestrians who are either business

Corrected page 3, substituted on 12/12/12, with the consent of all parties - LCWalden

invitees, other than retail customers, or employees of BROWNE;

- (f) landscaping and fencing, subject to the approval of the City of Portland Director of Public Buildings; and
- (g) outdoor seating for BROWNE's customers and associated landscaping, subject to approval of the City of Portland Director of Public Buildings.

5. APPROVAL OF AUTHORITY. Notwithstanding any other provisions of this lease to the contrary, TENANT may not make any improvements to the premises, including, but not limited to, those described in Paragraph 4 above, without the prior written approval of the AUTHORITY. TENANT will be responsible for procuring all approvals and permits necessary to make any improvements to the premises.

6. INSURANCE. As a condition of this lease, TENANT agrees to maintain, at its own expense, from the time it begins exercising the rights granted by this lease until its termination, a policy of commercial general liability insurance, written on an occurrence basis, and including broad form contractual liability coverage, insuring against all claims for injury to or death of persons or destruction of or damage to property, on or about the licensed area, or arising out of the use of the license by TENANT, its officers, agents, employees or invitees, as well as fire legal liability insurance. Such policies will name the Fish Pier Authority and the City of Portland as additional insureds. The minimum limits of liability of for the commercial general liability insurance will be a combined

single limit of One Million Dollars (\$1,000,000.00), and the minimum limits of liability for the fire legal liability insurance will be a combined single limit of One Hundred Thousand Dollars (\$100,000.00).

Such insurance coverage will be effected upon terms reasonably available from insurers authorized to do business in Maine and having a Bests' rating of A or better, and under valid and enforceable policies which shall be non-amendable and non-cancelable without thirty (30) days prior notice to the AUTHORITY.

Certificates or other evidence of insurance coverages required of TENANT in this Section, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the AUTHORITY prior to use of the Premises.

7. LESSEE'S INDEMNITY. TENANT will indemnify and save harmless both the AUTHORITY and also the City of Portland, their officers, agents, and employees, from and against all claims, expenses, losses, or liability of whatever nature, arising, directly or indirectly, from any accident or injury, however caused, to any person on or about the area which is the subject of this Lease, where such accident or injury results from any act, omission, or negligence on the part of TENANT or TENANT's contractors, licensees, agents, servants, employees, customers, or anyone claiming by or through TENANT; provided, however, that in no event shall TENANT be obligated under this Section to indemnify AUTHORITY, its officers, agents and employees, to the extent that such claim, expense, loss, or liability results from any omission, fault, negligence, or other misconduct of AUTHORITY or its officers, agents or employees, on or

about the area which is the subject of this revocable license.

This indemnity and hold harmless provision includes indemnity against all reasonable expenses and liabilities incurred by or in connection with any claim or proceeding brought thereon, as well as the defense thereof with counsel reasonably acceptable to AUTHORITY and to the City of Portland.

8. NO ASSIGNMENT. The rights granted to TENANT herein may not be assigned, transferred, encumbered or sublet in whole or in part by it.

9. REMOVAL OF IMPROVEMENTS MADE BY TENANT. TENANT agrees, at its own expense, to remove any improvements or structures which it may place in the leased premises within ninety (90) days after August 31, 2014 and to restore the area to the same condition it was in prior to the granting of the lease. Should TENANT fail to so remove such improvements, the AUTHORITY may at any time after said ninety (90) days have passed caused such improvements to be removed, and TENANT shall thereafter to liable to all costs related to such removal.

10. SURVIVAL OF CERTAIN PROVISIONS. The provisions of Article 7 (indemnification) and Article 9 (removal and restoration) shall survive termination of this lease and remain enforceable against TENANT in regard to events which occurred prior to the date of termination and TENANT's surrender of the premises to AUTHORITY.

11. MAINTENANCE. TENANT is responsible for all maintenance of the leased premises, including, but not limited to, snowplowing and sanding, as circumstances may require, and, further, agrees to keep them in a neat and orderly condition to the satisfaction of the City of Portland Director of Public Buildings.

12. LAWS AND REQUIREMENTS. During the term, TENANT shall, at its own cost and expense, promptly observe and comply with all existing and future laws, of the federal, state, and county and city governments, including the Fish Pier rules, and of all other governmental authorities affecting the Fish Pier Complex or appurtenances thereto, to the extent that such laws or regulations are directly related to the Premises, while such laws or regulations are in force, regardless of when enacted.

13. DEFAULT. The AUTHORITY may cancel and terminate this Lease in the event any monthly rental payment is in arrears, and remains unpaid for a period of fifteen (15) days after the payment is due, upon the giving of fifteen (15) days written notice to TENANT of its intention to so terminate, at the end of which time all the rights of TENANT shall terminate unless the rental payment owed shall have been tendered to the AUTHORITY within such fifteen (15) day period.

Upon thirty (30) days' prior written notice, either party may cancel and terminate this Lease in the event of any default of the other unless the default, which shall be specified in such written notice, is cured within the said thirty (30) days or, if said default cannot reasonably be

cured within said 30 days, the defaulting party has diligently begun to cure said default and continues to do so, in which case such termination shall not take effect.

14. OPTION TO RENEW. There is no option to renew.

IN WITNESS WHEREOF, the PORTLAND FISH PIER AUTHORITY has caused this Agreement to be signed by ~~Kevin Rousseau~~ ^{Robert Elder}, its President; and BROWNE TRADING COMPANY, has caused this Agreement to be signed by ROD B. Mitchell, its Chief Executive Officer thereunto duly authorized and WATERFRONT, MAINE LIMITED PARTNERSHIP, has caused this Agreement to be signed by Anthony Gatti, its General Partner thereunto duly authorized, all as of the day and date first above-written.

Signed, Sealed and
Delivered in presence of

Joan L. Morgan

[Signature]

[Signature]

PORTLAND FISH PIER AUTHORITY

By: [Signature]
Robert Elder
Its President

BROWNE TRADING CO.
By: [Signature]
ROD B. Mitchell
Its: President

WATERFRONT, MAINE LIMITED PARTNERSHIP

By: [Signature]
Anthony Gatti
Its General Partner

STATE OF MAINE
Cumberland, ss.
Kennebec

11-5, 2012

Personally appeared before me the above-named Robert D. Elder, and acknowledged the foregoing instrument to be his free act and deed in his capacity as President of the Portland Fish Pier Authority, and the free act and deed of said corporation.

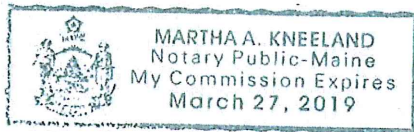
JEANA STEWART
Notary Public State of Maine
My commission expires August 15, 2013

Before me,
Jean A Stewart
Notary Public/Attorney at Law

STATE OF MAINE
Cumberland, ss.

11-13, 2012

Personally appeared before me the above-named Anthony Goff, and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity as General Partner of Waterfront, Maine Limited Partnership, and the free act and deed of said entity.



Before me,
Martha A Kneeland
Notary Public/Attorney at Law

STATE OF MAINE
Cumberland, ss.

12-5, 2012

Personally appeared before me the above-named ROD B. MITCHELL, and acknowledged the foregoing instrument to be her free act and deed in ^{his (CPA)} her capacity as President of Browne Trading Company, and the free act and deed of said corporation.

Chanterelle P. Atkins
Notary Public, State of Maine
My Commission Expires on January 30, 2019

Before me,
Chanterelle P. Atkins
Notary Public/Attorney at Law

Re: Admu Auth
2012-591

Drainage Easement

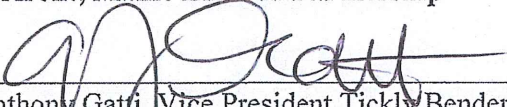
Waterfront, Maine Limited Partnership, a Maine limited partnership with a mailing address of 14 Maine Street, Brunswick, ME, 04011 (Grantor), for consideration given, grants to Maine BT LLC, A Delaware limited liability company, with an office at 14 Maine Street Brunswick Maine 04011, and , and its respective successors and assigns the Owner of the property described thereto in Exhibit A attached hereto (Grantees), the right and easement over the premises in Exhibit B attached hereto (the "Easement Area") to erect, bury, maintain, rebuild, respace, patrol, operate, and remove and do all other actions involving the right to perpetually maintain through under and across said Easement Area existing conduits or pipelines with all necessary fixtures and appurtenances for conveying water and to lay, relay, repair, maintain, clean and remove any existing stormwater pipe or pipes upon or under said Easement Area, with all necessary fixtures and appurtenances, together with the right at all times to make connections with said conduits or pipelines to land adjoining said Easement Area by means of pipes or other services; to place, install, repair and maintain utilities; to trim, cut down and remove trees, bushes, and other vegetation of all kinds, to remove debris and deposits of any kind and to alter and regrade the contours of said Easement Area to such extent as mutually agreed upon by the parties is necessary or appropriate for any of the above purposes; and to enter upon said Easement area at any and all times for any of the foregoing purposes, reserving to the Grantor and its lessees, heirs and assigns the right to Use the Easement Area for drainage and utilities, as well as the use and enjoyment of said Easement Area and for such other purposes; provided the foregoing reserved rights shall not unreasonably interfere with the perpetual use thereof by the Grantee, its successors and assigns for the purpose above mentioned; and further provided that no building or permanent structure, shall be erected on said Easement Area by the Grantor, its successors or assigns. Grantee further covenants and agrees that it shall maintain the Easement Area in good order and repair and free from obstructions that would interfere with the proper drainage function performed within the Easement Area.

By acceptance of this Easement, the Grantee agrees for itself and its successors and assigns to properly and professionally undertake all work permitted hereunder within the Easement Area at its sole cost and expense and, following the completion of any work within the Easement Area and the disturbance of the Easement Area or any land adjacent thereto, to restore the Easement Area and land adjacent thereto to substantially the condition in existence prior to the undertaking of such work subject to such modifications as may be mutually agreed upon by the parties.

WITNESS the hand and seal of Grantor's duly authorized representatives on this 17th day of September, 2012.

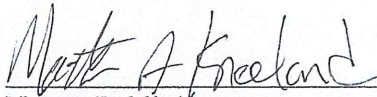
Signed, Sealed and Delivered in the presence of:

Waterfront, Maine Limited Partnership

By: 
Anthony Gatti, Vice President Tickly Bender Realty Corp., Managing
General Partner

State Of Maine
County of Sagadahoc

The above-named Anthony Gatti, Vice President, Tickly Bender Realty Corp. Managing General Partner, of Waterfront, Maine Limited Partnership personally appeared before me this 17th day of September 2012, 2012 and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Waterfront, Maine Limited Partnership.


Notary Public/Attorney
Printed Name:
My Commission Expires:

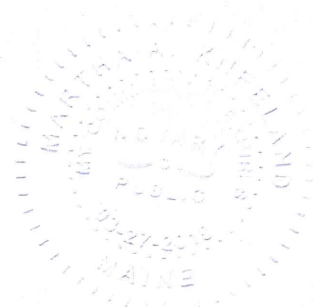
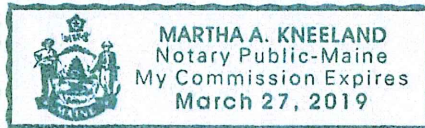


EXHIBIT A

All the following described lots, pieces or parcels of land situate on the Southerly side of Commercial Street in the City of Portland, County of Cumberland, and State of Maine and know and described as follows, to-wit:

Parcel "A":

Beginning at a bolt in the southerly side line of said Commercial Street at the Northeast corner of land formerly of John Bradford, and in the division line established between the property now or formerly of John Q. Twitchell and James P. Champlin and said John Bradford, April 13th, A.D. 1883, as per agreement recorded in Cumberland County Registry of Deeds, Book 494, page 433; thence Southerly by said division line One Hundred and Seventeen and seventy-three one hundredths (117.73) feet; thence easterly and at right angles with said division line Sixty (60) feet; thence northerly at right angles with said last mentioned line and parallel with said division line One Hundred and Thirty (130) feet to said southerly line of Commercial Street; thence westerly by said Southerly line Sixty-one and Twenty-four one-hundredths (61.24) feet to said Bradford land and point of beginning. Being a portion of Merrill's Wharf, so-called, and the same conveyed to John Q. Twitchell and James P. Champlin by Woodbury S. Dana and Mary L. Dana and others by two deeds each dated February 15, 1833, and recorded respectively in said Registry Book 496, page 33, and Book 494, page 429. Also being the same premises conveyed to Everett Wilson by Hugh J. Chisholm and Payson Tucker, Administrators of the Estate of John Q. Twitchell, deceased, and by James P. Champlin by two deeds each dated July 10, 1897, and recorded respectively in said Registry Book 654, page 191 and Book 654, page 193. Said parcel containing about Seven Thousand Four Hundred and Thirty-two (7,432) square feet, situate in the City of Portland, in said County and State. Together with all the trackage rights appurtenant to said property. Also the right in common with others to use all parts of the parcel between the lot above described and said railroad track free from all obstructions as a passageway with teams or otherwise to and from said Commercial Street and to and from said Railroad track and parcel about described. Said lot is numbered 260-264 on said Commercial Street in said Portland.

Also Parcel "B":

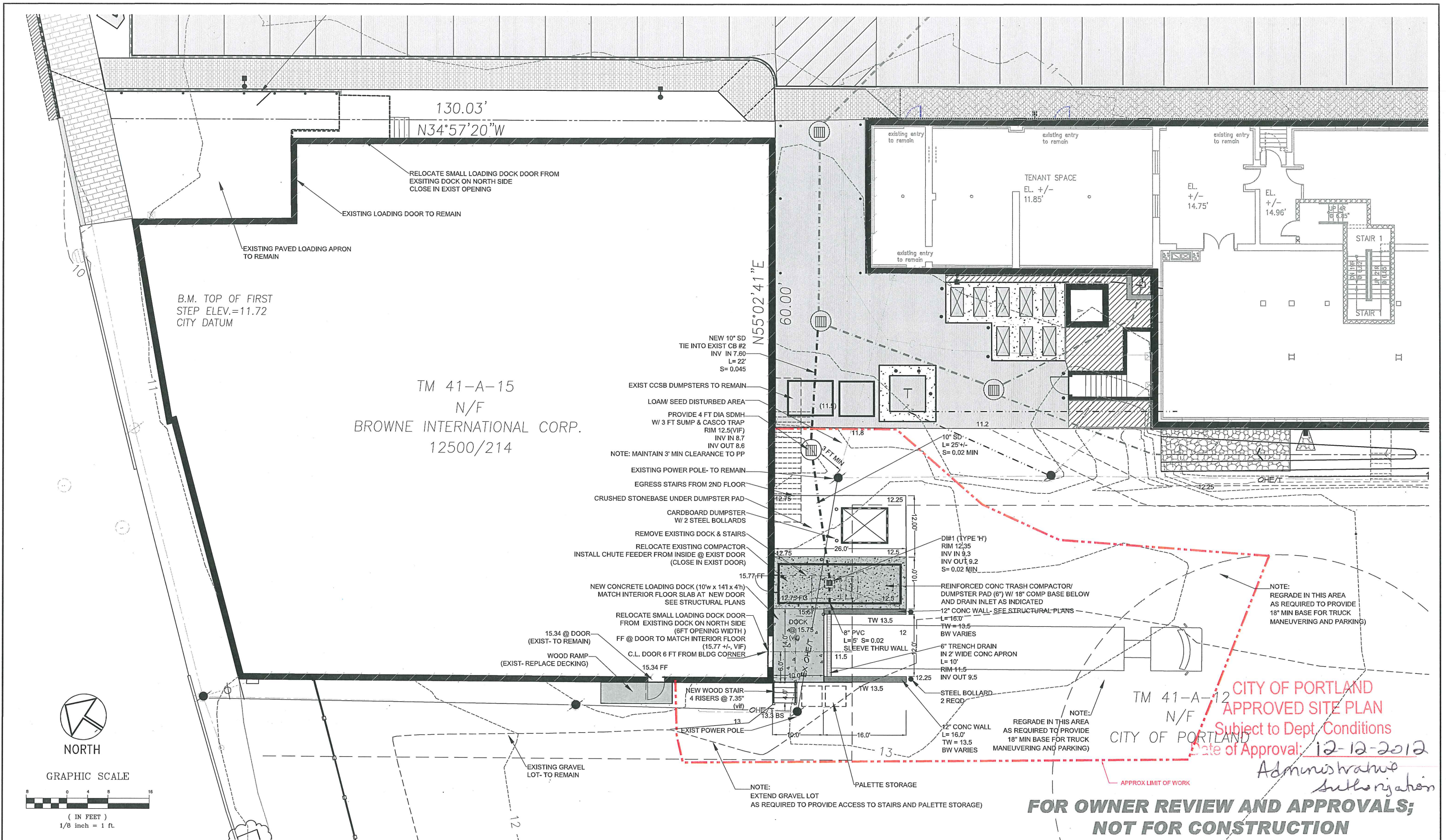
Beginning at the Northwesterly corner of the lot of land conveyed by Everett Wilson to J. Ogden Armour by deed dated September 22, 1897, recorded in Cumberland County Registry of Deeds, Book 657, page 205, thence southeasterly by said Armour land one hundred seventeen and seventy-three one-hundredths (117.73) feet to the southerly corner of said Armour land; thence westerly at right angles to line of said Armour land, fifty (50) feet to a point, and land of now or formerly Franklin Real estate Company, thence Northerly, and parallel with the line of the above mentioned Armour land, one hundred four and thirty-five one-hundredths (104.35) feet, more or less, to Commercial Street; thence easterly by Commercial Street fifty-one and seventy-six one-hundredths

(51.76) feet, more or less, to the point of beginning. Being part of what was formerly known as the John Bradford lot, and part of the premises conveyed to Franklin Real Estate Company by George W. Brown, by deed dated November 17, 1909, recorded in said Registry, Book 849, Page 306; and the same conveyed to George W. Brown by John E. Bradford by deed dated November 17, 1909 and recorded in said Registry, Book 849, Page 305. Said lot is numbered 266-268 Commercial Street in said Portland.

Also Parcel "C":

Beginning on the southeasterly sideline of said Commercial St. at the northwesterly corner of land conveyed to Armour and Company (an Illinois corporation herein after referred to as "Armour Illinois") by Franklin Real Estate Company by deed dated April 26, 1918 and recorded in the Cumberland County Registry of Deeds in Book 1008, Page 120 (said land so conveyed to Armour Illinois hereinafter referred to "Armour Illinois land"); thence South $34^{\circ} 57'$ East by the southwesterly line of Armour Illinois land a distance of 104.63 feet to the southerly corner of Armour Illinois land, which corner is also on the northwesterly line of land formerly of the Proprietors of Union Wharf and more recently taken by the City of Portland by Condemnation Proceedings for which the Notice of Taking is dated March 24, 1981 and recorded in said Registry of Deeds on April 1, 1981 in Book 4759, Page 119; thence South $55^{\circ} 03'$ West on the extension of the southeasterly sideline of Armour Illinois land, being the northwesterly line of said land condemned by the City of Portland, a distance of three-tenths of a foot (0.30) to the point of intersection of the course herein described with the projection southeasterly of the exterior face of the southwesterly wall of the building located in part on Armour Illinois land and in part on the premises herein conveyed, said point of intersection also marking a corner in said land condemned by the City of Portland; thence northwesterly by the line of said projection of the exterior face of said southwesterly wall and by the exterior face of said southwesterly wall, being the northeasterly line of said land condemned by the City of Portland (which line is sometimes described as being North $34^{\circ} 47'$ West), a distance of 104.63 feet, more or less, to the southeasterly line of Commercial Street and the point of beginning; being a portion of the premises conveyed to the Proprietors of Union Wharf by deed of Brockway-Smith-Haigh-Lovell Co. dated January 31, 1964 and recorded in said Registry of Deeds in Book 2802, Page 198.

Reference is made to a Warranty Deed from the Proprietors of Union Wharf to Browne International Corporation dated May 10, 1996 and recorded in the Cumberland County Registry of Deeds in Book 12500, Page 214.



OWNER:
Waterfront
Maine, LP

14 Maine Street
Brunswick, ME 04011
T. 207.729.7970 F. 207.725.9500
djaques@WaterfrontME.com

LANDSCAPE ARCHITECTS:
Carroll Associates

217 Commercial Street, Suite 200
Portland, ME 04101
T. 207.772.1552 F. 207.0712
pcarroll@carroll-assoc.com

STRUCTURAL ENGINEER:
Structural Integrity, Inc.

75 Oak Street
Portland, ME 04101
T. 207.774.4614 M. 207.272.4910
www.beckerstructural.com

CIVIL ENGINEER:
Blais Civil Engineers, PA

780 Broadway
South Portland, ME 04106
T. 207.767.7300
sblaise@blaisce.com

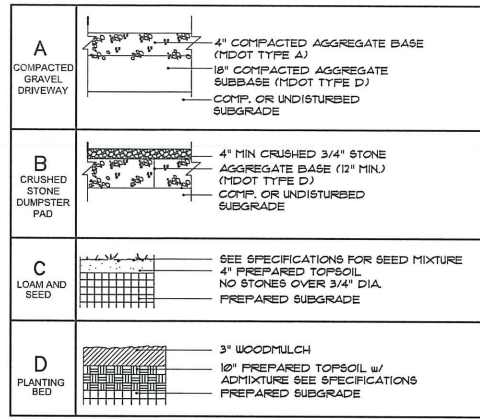
REV #	DATE	DESCRIPTION
1	030112	ISSUE FOR PRELIM PRICING
2	041912	ISSUE FOR OWNER REVIEW
3	042612	ISSUE FOR OWNER REVIEW
4	051512	REVISE DOCK LOCATION
5	072312	REVISE DOCK SIZE/ STAIR LOCATION
6	080312	REVISE DOCK DOOR/ DRAINAGE PIPING
7	082712	REVISE COMPACTOR PAD
8	090512	SUBMIT TO CITY
9	112012	MODIFY DRAINAGE

Site Improvements To:
BROWNE TRADING CO.
Merrill's Wharf, Portland, Maine

2012-591

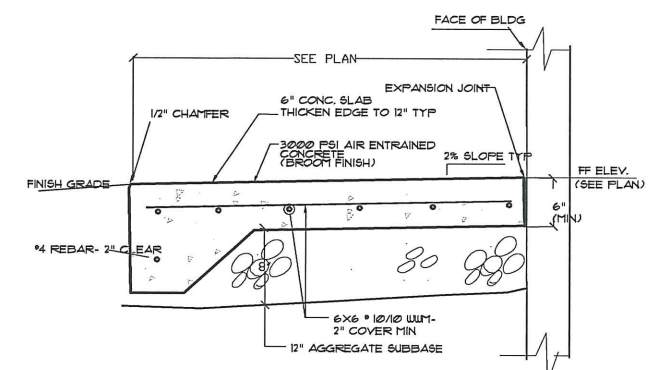
SITE PLAN
L-1.0

08.29.2012

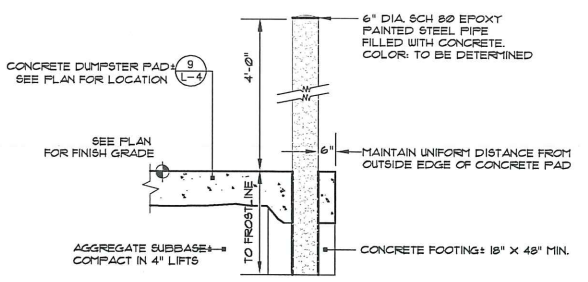


NOTE: ALL COURSE MATERIALS REFLECT THICKNESS AFTER FINAL COMPACTION.

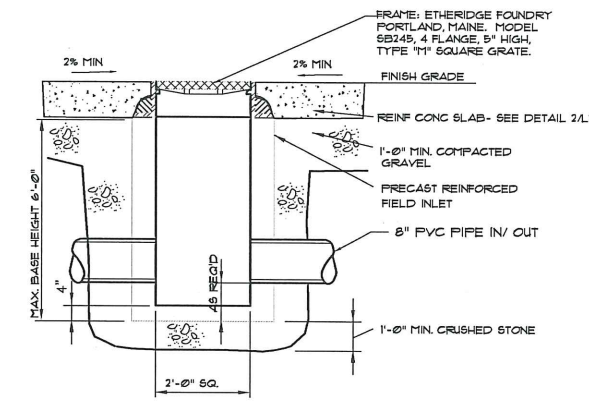
1 SCHEDULE OF SURFACES / DETAIL
NOT TO SCALE



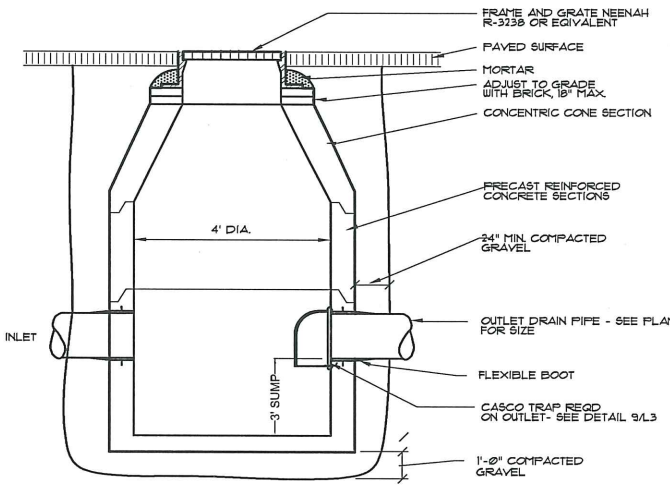
2 CONCRETE DUMPSTER PAD DETAIL
NOT TO SCALE



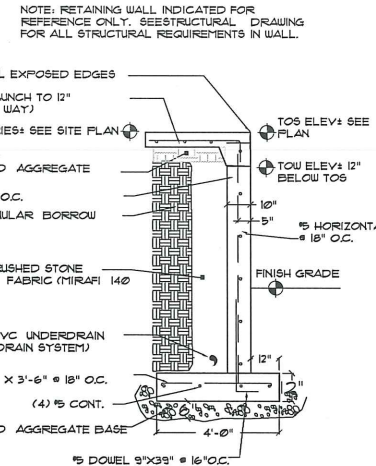
4 STEEL BOLLARD DETAIL
NOT TO SCALE



5 FIELD INLET DETAIL
NOT TO SCALE



7 CATCH BASIN W/ CONCENTRIC CONE
NOT TO SCALE



9 CONC. LOADING DOCK (CAST-IN-PLACE)
NOT TO SCALE

NOTE: RETAINING WALL INDICATED FOR REFERENCE ONLY. SEE STRUCTURAL DRAWING FOR ALL STRUCTURAL REQUIREMENTS IN WALL.

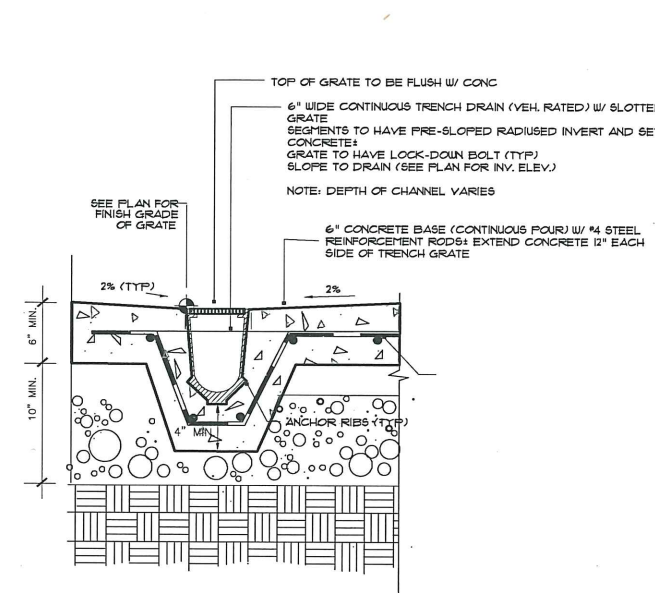
BACKFILL MATERIAL REQUIREMENTS:
COMPACTED AGGREGATE BASE SHALL BE SCREENED OR CRUSHED GRAVEL MEETING MIDDOT 103.26(4) TYPE 'A' AND SHALL MEET THE FOLLOWING GRADATION REQUIREMENTS:
3" 100%
1/2" 45-100%
1/4" 30-95%
NO. 40 0-20%
NO. 200 0-5%

3/4" CRUSHED STONE SHALL BE CRUSHED STONE OR GRAVEL FREE OF ORGANIC MATTER OR OTHER UNSUITABLE MATERIAL MEETING MIDDOT 103.07, AND SHALL CONFORM TO THE GRADATION REQUIREMENTS OF ASTM C33, CLASS 61 STONE THAT IS A NOMINAL 3/4" SIZE MATERIAL.

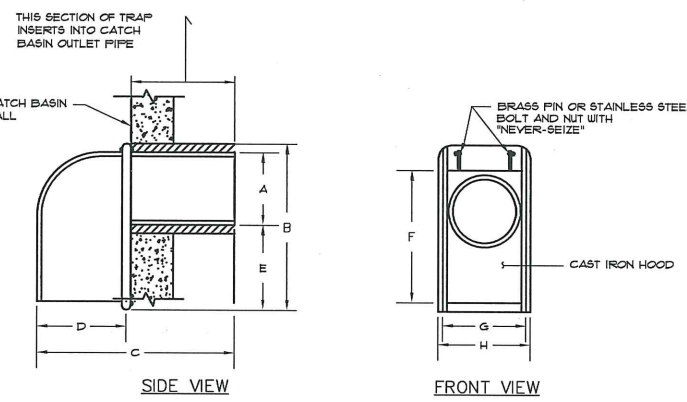
COMPACTED GRANULAR BORROW SHALL BE SCREENED GRAVEL MEETING MIDDOT 103.07, FREE OF VEGETABLE MATTER LUMPS OR BALLS OF CLAY, AND SHALL MEET THE FOLLOWING GRADATION REQUIREMENTS:
3" 100%
NO. 40 0-10%
NO. 200 0-10%

GRANULAR BORROW SHALL CONTAIN NO PARTICLES OR FRAGMENTS WITH A MAXIMUM DIMENSION IN EXCESS OF THE COMPACTED THICKNESS OF THE LAYER BEING PLACED.

ALL BACKFILL MATERIALS SHALL BE PLACED IN LIFTS NO GREATER THAN 9" AND SHALL BE COMPACTED TO MINIMUM OF 95% OF MAXIMUM DRY DENSITY (ASTM D-1587).



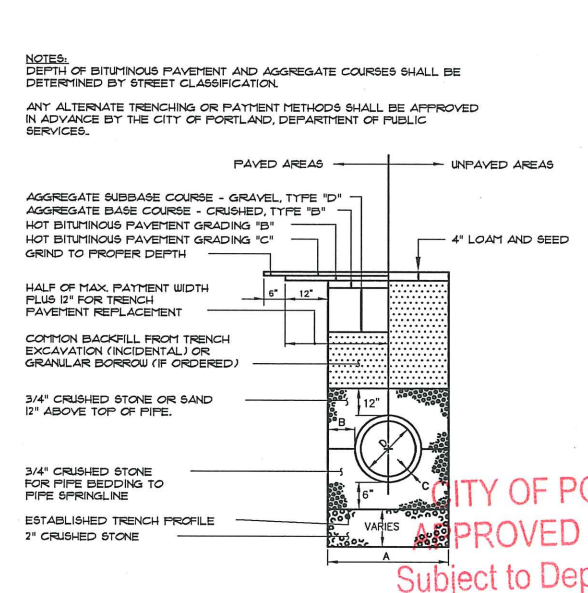
3 TRENCH DRAIN DETAIL
NOT TO SCALE



SIZE	A	B	C	D	E	F	G	H
6 in.	5 1/2"	13 3/8"	13 3/4"	5 3/8"	5 7/8"	11 5/8"	6 1/2"	7 1/4"
8 in.	7 1/2"	15"	15 3/8"	5 1/2"	5 3/8"	13 3/4"	8 3/4"	9 3/8"
10 in.	9 1/2"	16"	16 1/4"	6"	4 1/2"	14 1/8"	11 1/2"	12 3/8"
12 in.	11 1/2"	17"	22"	8"	3 1/2"	17"	12 1/2"	13 3/8"

(AS MANUFACTURED BY THE ETHERIDGE FOUNDRY IN PORTLAND, ME.)
NOTE: CONTRACTOR SHALL UTILIZE THE "CASCO TRAP" AS MANUFACTURED BY THE ETHERIDGE FOUNDRY, OR AN APPROVED EQUIVALENT AS SUPPLIED BY THE LEBARON FOUNDRY, MODEL # L 202 "STANDARD CATCH BASIN TRAP"

6 CASCO TRAP INSTALLATION
NOT TO SCALE



8 TYPICAL PIPE TRENCH INSTALLATION
NOT TO SCALE

- SITE PLAN NOTES, CITY OF PORTLAND
- EXISTING BOUNDARY AND SITE CONDITIONS INFORMATION BASED ON SURVEY BY EC JORDAN, JUNE 26, 1986 AND 1973; PLAN OF MERRILL WHARF BY ROBERT TITCOMB, INC DECEMBER, 1979; AND PLAN OF PORTLAND FISH PIER BY PARSONS BRINCKERHOFF GUARD AND DOUGLAS, AUGUST, 1981. ACTUAL FIELD CONDITIONS MAY VARY FROM THAT INDICATED.
 - TOPOGRAPHY AND UTILITIES FROM A PLAN BY EC JORDAN 1973. AERIAL TOPOGRAPHY SURVEY BY SEWELL CO. (DATUM MSL= 0.00')
 - THE ENTIRE SITE SHALL BE DEVELOPED AND/OR MAINTAINED AS DEPICTED ON THE SITE PLAN. APPROVAL OF THE PLANNING AUTHORITY OR PLANNING BOARD SHALL BE REQUIRED FOR ANY ALTERATION TO OR DEVIATION FROM THE APPROVED SITE PLAN, INCLUDING, WITHOUT LIMITATION: TOPOGRAPHY, DRAINAGE, LANDSCAPING, RETENTION OF WOODED OR LAWN AREAS, ACCESS, SIZE, LOCATION, AND SURFACING OF PARKING AREAS, AND LOCATION AND SIZE OF BUILDINGS.
 - ALL POWER LINES WITHIN THE PROPERTY SHALL BE UNDERGROUND (SEE E-01).
 - SIDEWALKS AND CURBING SHALL BE DESIGNED AND BUILT WITH TIP DOWN RAMPS AT ALL STREET CORNERS, CROSSWALKS, AND DRIVEWAYS IN CONFORMANCE WITH THE CITY OF PORTLAND TECHNICAL AND DESIGN STANDARDS AND GUIDELINES.
 - ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DESIGNED IN ACCORDANCE WITH MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION; BEST MANAGEMENT PRACTICES, PUBLISHED BY THE CUMBERLAND COUNTY SOIL AND WATER CONSERVATION DISTRICT AND MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, MARCH 1991 OR LATEST EDITION. (NOTE: THE SITE PLAN SHOULD SPECIFY THE EROSION CONTROL DEVICE TO BE EMPLOYED (SILT FENCE, HAY BALE, ETC.) AS WELL AS THEIR LOCATION.)
 - ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY SITE EXCAVATION OR REGRADING.
 - ALL DISTURBED AREAS ON THE SITE NOT COVERED BY BUILDINGS OR PAVED AREAS SHALL BE STABILIZED WITH LOAM AND SEED OR OTHER METHODS AS REQUIRED BY BEST MANAGEMENT PRACTICES (SEE ABOVE).
 - PRIOR TO CONSTRUCTION, A PRECONSTRUCTION MEETING SHALL BE HELD AT THE PROJECT SITE WITH THE CONTRACTOR, DEVELOPMENT REVIEW COORDINATOR, PUBLIC WORKS REPRESENTATIVE, AND OWNER TO REVIEW THE CONSTRUCTION SCHEDULE AND CRITICAL ASPECTS OF THE SITE WORK. AT THAT TIME, THE SITE/BUILDING CONTRACTOR SHALL PROVIDE THREE (3) COPIES OF A DETAILED CONSTRUCTION SCHEDULE TO THE ATTENDING CITY REPRESENTATIVE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE A MUTUALLY AGREEABLE TIME FOR THE PRECONSTRUCTION MEETING.

CITY OF PORTLAND
APPROVED SITE PLAN
Subject to Dept. Conditions
Date of Approval: 12-12-2012
Administrative Authorization

FOR OWNER REVIEW AND APPROVALS; NOT FOR CONSTRUCTION



OWNER:
Waterfront
Maine, LP
14 Maine Street
Brunswick, ME 04011
T. 207.729.7970 F. 207.725.9500
djaques@WaterfrontME.com

LANDSCAPE ARCHITECTS:
Carroll
Associates
217 Commercial Street, Suite 200
Portland, ME 04101
T. 207.772.1552 F. 207.0712
pccarroll@carroll-assoc.com

STRUCTURAL ENGINEER:
Structural
Integrity, Inc.
75 Oak Street
Portland, ME 04101
T. 207.774.4614 M. 207.272.4910
www.beckerstructural.com

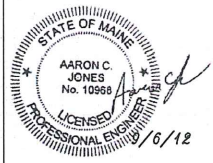
CIVIL ENGINEER:
Blais Civil
Engineers, PA
780 Broadway
South Portland, ME 04106
T. 207.767.7300
sblaise@blaisece.com

REV #	DATE	DESCRIPTION
1	030112	ISSUE FOR PRELIM PRICING
2	041912	ISSUE FOR OWNER REVIEW
3	042612	ISSUE FOR OWNER REVIEW
4	051512	REVISE DOCK LOCATION
5	072312	REVISE DOCK SIZE/ STAIR LOCATION
6	080312	REVISE DOCK DOOR/ DRAINAGE PIPING
7	082712	REVISE COMPACTOR PAD
8	090512	SUBMIT TO CITY
9	112012	MODIFY DRAINAGE DETAILS

Site Improvements To:
BROWNE TRADING CO.
Merrill's Wharf, Portland, Maine

2012-591
BROWNE TRADING CO.
Merrill's Wharf, Portland, Maine

SITE DETAILS
L-2.0
08.28.2012



GENERAL STRUCTURAL NOTES

Loading Dock Changes
Brown Trading Company
Portland, ME

DESIGN LIVE LOADS: 2009 IBC/MUBEC, U.O.N.
 * Main Level Floors and Dock 125 psf
 * Ground Snow Load 50 psf = Pg

FOUNDATION:

- * Foundations are designed without an engineer's soil investigation. Foundation design criteria was assumed for purposes of foundation design and shall be confirmed by a soils engineer, at owner's expense, prior to construction. (This procedure may require revisions to foundation design, at additional expense to the owner, if soils engineer determines that such design criteria are inappropriate for this building site.)
- * Footings shall be placed on undisturbed natural soil or compacted fill tested and approved by soils engineer.
- * Maximum design soil pressure: 1,500 psf

FOUNDATION WALLS:

- * Design lateral soil pressure (equivalent fluid pressure):
 Walls: 50 pcf.
- * Backfill all retaining walls with free draining granular material except the top two feet.
- * Provide perimeter drain system with invert minimum of 6" below bottom of basement slab. Extend perimeter drain to daylight or to sump.
- * Slope perimeter grade away from building.
- * Place concrete continuously without horizontal cold joints.

CONCRETE AND REINFORCEMENT:

- * Concrete shall conform to applicable provisions of ACI-301 and 318. Minimum 28 day compressive strength (F'c) as follows:
 Footings: 4,000 psi w/ 4-6% air entrainment
 Foundation Walls: 4,000 psi w/ 4-6% air entrainment
 Exterior Slabs: 4,000 psi w/ 4-6% air entrainment and fiber mesh
- * Cement Type: I/II
- * Deformed reinforcement: ASTM A615 grade 60, except bars specified to be field-bent, stirrups, and ties which shall be grade 40.
- * Fibremesh: 100% virgin polypropylene, fibrillated fibers as manufactured by Fibremesh Co. per ASTM C-1116 type 111 4.1.3 and ASTM C-1116 performance level one, 1.5 lb. per cubic yard.
- * Welded Wire Fabric (WWF): ASTM A185. See also plan.
- * Typical minimum foundation reinforcing: 2 #5 top and bottom, (except as noted) continuous at corners and steps.
- * Reinforcement shall be fabricated and placed per ACI Manual of Standard Practice (ACI-315). At splices, lap bars 50 diameters unless noted otherwise.
- * Minimum 2 #5 around all four sides of all openings, extend min. 2'-0" beyond openings.
- * Concrete cover over reinforcing: 1 1/2" for concrete placed against forms; 3" for concrete placed against earth. See also drawings.
- * In continuous members, splice top bars at mid span and bottom bars over supports.
- * Keep reinforcement clean and free of dirt, oil, and scale. Oil forms prior to placing reinforcement.

STRUCTURAL STEEL

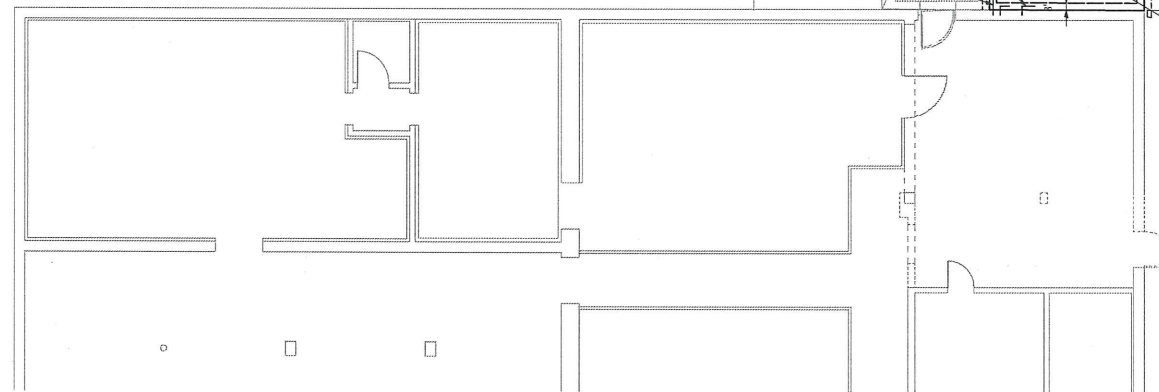
- * Structural Beams: A992
- * Angles, channel, misc.: ASTM A36
- * Connector bolts: ASTM A525
- * Post-installed Anchors shall be ICC-ES approved, installed in accordance with manufacturers specifications.
 In concrete: Wedge Type
 In solid masonry: Sleeve Type
- * Non-shrink grout beneath column base and beam bearing plates shall be non-metallic with minimum compressive strength 5000psi.
- * All structural steel shall be fabricated and erected per the current edition of AISC Steel Construction Manual.
- * Welding by qualified welders. E70XX electrodes.
- * Except as noted, framed beam connections shall be detailed to develop 0.6 x Allowable Uniform Load values tabulated in the 9th Edition AISC Manual, Pp. 2-27 and following.
- * All beams shall have fitted web stiffeners welded to each side of webs above and below columns. (1/4" plate or as noted)
- * Attach wood nailer plates to beams with 1/2" diameter machine or carriage bolts at maximum 32" o.c., or 3/8" diameter bolts at 32" with glued contact face, or 5/32" diameter powder actuated drive pins at 24" o.c., U.O.N.

STRUCTURAL ERECTION AND BRACING REQUIREMENTS

- * The structural drawings illustrate the completed structure with all elements in their final positions, properly supported and braced. The contractor, in the proper sequence, shall provide proper shoring and bracing as may be required to achieve the final completed structure.
- * These plans have been engineered for construction at one specific building site. Builder assumes ALL responsibility for use of these plans at Any Other building site. Plans shall not be used for construction at any other building site without specific review by the engineer.
- * Observations of repairs or framing required by the owner, lender, insurer, building department or any other party will be accomplished by the engineer at the owner's expense. At least 24 hours advance notice is requested.

LOADING DOCK FOUNDATION/ SLAB PLAN

- SCALE 1/8"=1'-0"
- NOTES:
 1. ALL FOOTINGS ARE 8" DEEP x 2'-0" WIDE x CONT. WITH (2) #4 BARS LONGITUDINAL -TYP UNO
 2. FOOTING ELEV. TO BEAR 4'-6" BELOW GRADE -TYP
 3. COORDINATE ALL DIMENSIONS AND ELEVATIONS WITH SITE -TYP
 4. <E> INDICATES EXISTING TO REMAIN, <N> INDICATES NEW -TYP
 5. CONTRACTOR TO SHORE ALL FRAMING AS NEEDED TO MAKE ALTERATIONS
 6. NOTIFY SI Inc. OF ANY DISCREPANCIES FOUND IN THE FIELD



- DOWEL <N> FND WALL TO EXISTING WALL WITH #4 HOOKED DOWELS, 10" x 10" @ 24" EACH WAY, EPOXY SET 6" MIN INTO EXISTING -TYP
- DOWEL <N> FND WALL TO EXISTING WALL WITH #4 x 18" DOWELS, MATCH HORIZ REINFORCING, EPOXY SET 6" MIN INTO EXISTING -TYP
- 12" CIP WALL W/ #4 VERTS @ 16", #4 HORIZ @ 12" AND (2) #4 TOP+ BOT CONT. -TYP
- 8" CIP WALL W/ #4 VERTS @ 16", #4 HORIZ @ 12" AND (2) #4 TOP+ BOT CONT. -TYP
- THICKEN SLAB EDGE TO 8" AND POUR OVER WALL -TYP
- 8" DEEP x 2'-0" WIDE x CONT FOOTING W/ #4 HOOKED DOWELS @ 16", W/ (2) #4 LONGITUDINAL -TYP
- 1" CHAMFERED EDGE -TYP @ TOP + BOT EDGE OF SLAB AND TOP OF CIP WALL -TYP @ EXPOSED EDGES
- 6" THICK CONC. SLAB-ON-GRADE WITH FIBERMESH AND #4 @ MID-DEPTH @ 12" EACH WAY. SPACE CONTROL JOINTS @ 10'-0" x 10'-0" MAX. -TYP UNO

NEW OPENING REFERENCE PLAN

- SCALE: N.T.S.
- NOTES:
 1. <E> INDICATES EXISTING FRAMING MEMBER TO REMAIN
 2. <N> INDICATES NEW FRAMING MEMBER
 3. CONTRACTOR TO SHORE ALL FRAMING AS NEEDED TO MAKE ALTERATIONS
 4. NOTIFY SI Inc. OF ANY DISCREPANCIES FOUND IN THE FIELD
 5. VERIFY ALL OPENING LOCATION AND DIMENSIONS W/ OWNER AND LATEST ARCHITECTURAL DRAWINGS -TYP
 6. ALL NEW STEEL TO BE COATED PER OWNERS REQUIREMENTS PRIOR TO INSTALLATION AND TOUCHED UP IN FIELD AS NEEDED



- HATCH INDICATES <N> OPENING IN <E> MASONRY WALL, SAW CUT CLEAN EDGE OR REMOVE AND RESET MASONRY AT JAMBS FOR CLEAN VERTICAL FINISH -TYP
- <N> C6x13 STEEL LINTEL OUTSIDE FACE OF MASONRY WALL @ <N> OPENING IN <E> MASONRY WALL, SEE SECTION FOR ADDITIONAL INFORMATION
- <N> 3/8" x 6" TALL x 9'-0" LONG PLATE @ INSIDE FACE OF MASONRY WALL @ <N> OPENING IN <E> MASONRY WALL, SEE SECTION FOR ADDITIONAL INFORMATION
- 1/4" x 12" x 6" BENT PLATE JAMB ANGLE FASTENED TO MASONRY WALL W/ 3/8" O FLAT HEADED GALV. SLEEVE ANCHORS @ 16" EACH LEG
- NEW MASONRY INFILL IN EXISTING WINDOW OPENING ABOVE NEW DOOR LINTEL
- EXTEND CHANNEL AND PLATE 1'-0" BEYOND OPENING -TYP
- CUT BACK <E> WOOD BUCKS AT EDGES MASONRY TO ALLOW ADDITIONAL CLEARANCE

CITY OF PORTLAND
 APPROVED SITE PLAN
 Subject to Dept. Conditions
 Date of Approval: 12-12-2012

*re site plan aspects only
 Administrative
 Anthouzechan*

Structural Integrity
 Consulting Engineers, Inc.
 77 Oak Street
 Portland, ME, 04101
 p. 207-774-4614
 f. 866-793-7835
 www.structuralinteg.com

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SI # 12-0045

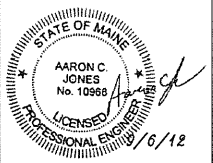
BROWNE TRADING CO. BUILDING
 260 Commercial Street, Portland, Maine

GENERAL NOTES AND REFERENCE PLANS

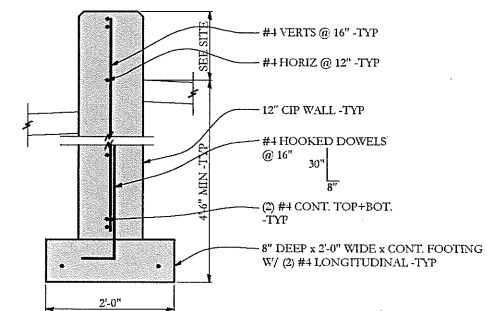
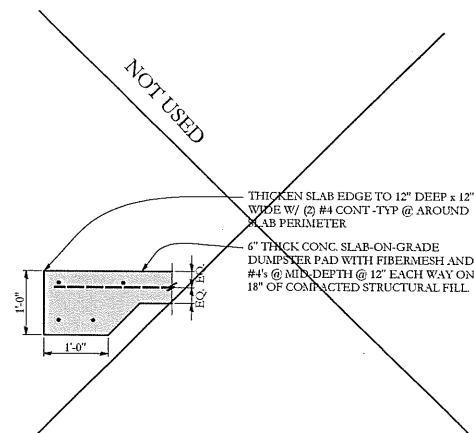
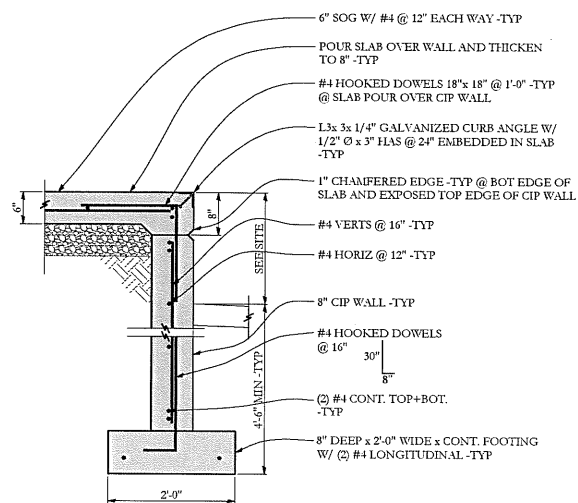
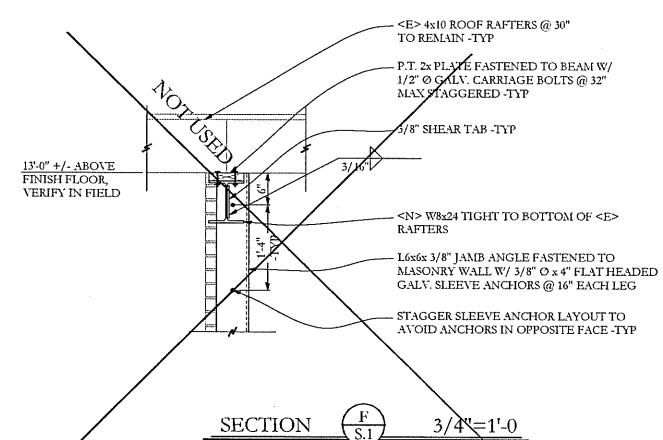
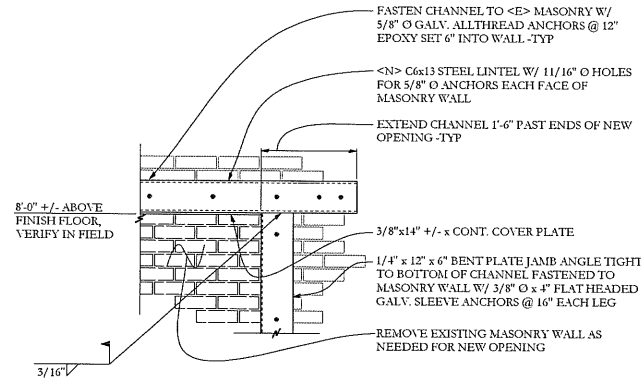
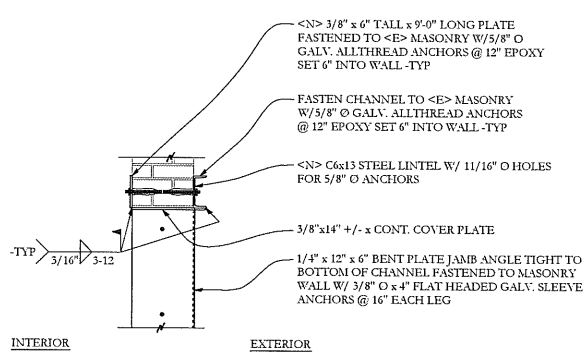
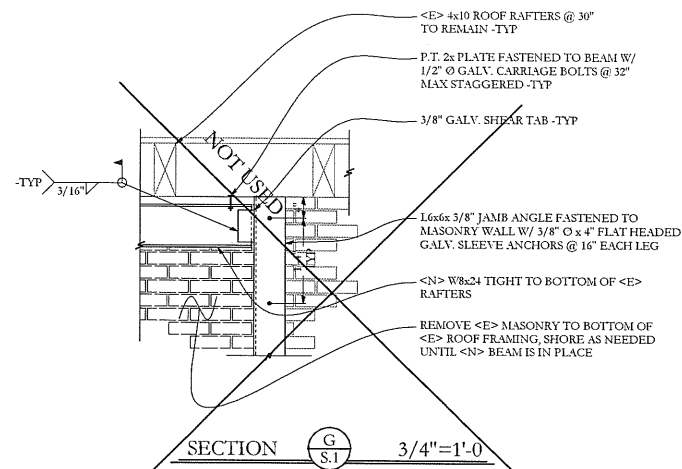
S.1

9/6/2012

2012-S91



BROWNE TRADING CO. BUILDING
260 Commercial Street, Portland, Maine



*background doc
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Structural Integrity
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77 Oak Street
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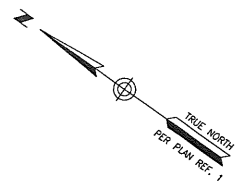
SI# 12-0045

SECTIONS

S.2

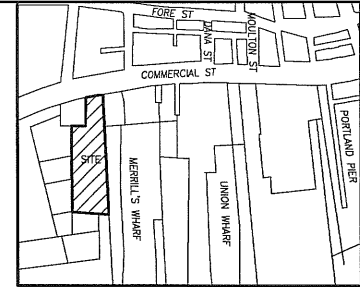
9/6/2012

2012-591

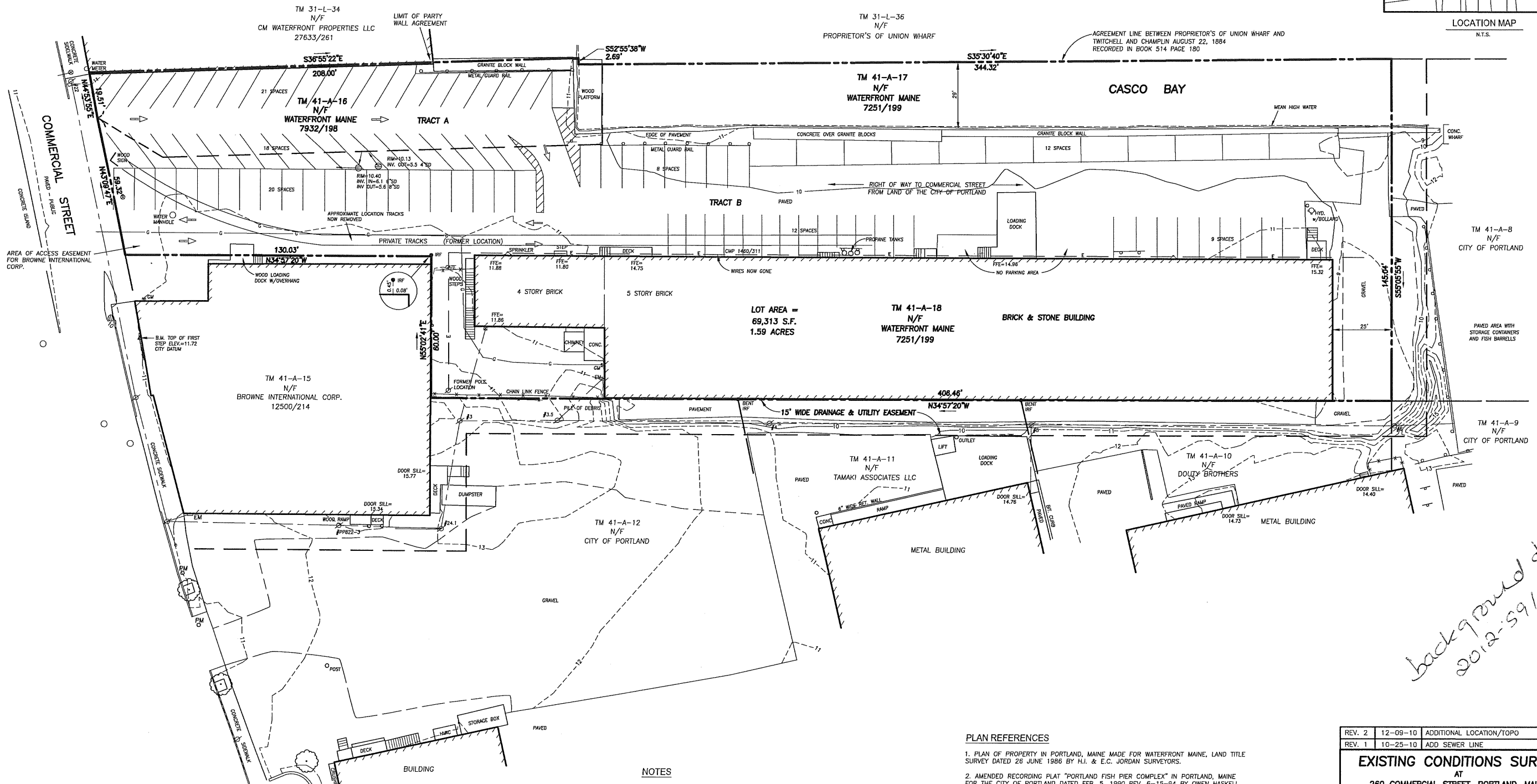


LEGEND

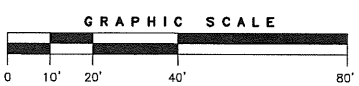
●	IRON PIPE OR ROD FOUND
○	WATER VALVE
⊙	HYDRANT
⊕	UTILITY POLE
⊗	LIGHT POLE
⊘	MANHOLE
⊙	CATCH BASIN
⊕	SIGN
—	FENCE
—	CURB
—	OVERHEAD WIRES
—	STORM DRAIN
—	GAS LINE



LOCATION MAP
N.T.S.



*background doc
2012-591*



NOTES

- OWNER OF RECORD: WATERFRONT, MAINE LIMITED PARTNERSHIP C.C.R.D. BOOK 7251 PAGE 199, BOOK 7932 PAGE 187
- COMMERCIAL STREET SIDELINE AS SHOWN IS BASED ON HISTORICAL SURVEYS. CURRENT MAINE D.O.T. STREET LINE MAY VARY SLIGHTLY FROM LINE SHOWN.
- SURVEYED PREMISES SUBJECT TO RIGHT OF WAY FOR ACCESS AND UTILITIES FROM COMMERCIAL STREET TO LANDS OF THE CITY OF PORTLAND. SAID RIGHT OF WAY DESCRIBED IN DEED BOOK 4673 PAGE 162.
- ALL UPLAND (AREA ABOVE MEAN HIGH WATER) FILLED PRIOR TO 1975.
- EXISTING WATER AND SEWER ENTER SITE THROUGH ENTRANCE DRIVE FROM COMMERCIAL STREET.

PLAN REFERENCES

- PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR WATERFRONT MAINE, LAND TITLE SURVEY DATED 26 JUNE 1986 BY H.I. & E.C. JORDAN SURVEYORS.
- AMENDED RECORDING PLAT "PORTLAND FISH PIER COMPLEX" IN PORTLAND, MAINE FOR THE CITY OF PORTLAND DATED FEB. 5, 1990 REV. 6-15-94 BY OWEN HASKELL, INC.
- TOPOGRAPHIC SURVEY AT PORTLAND FISH PIER COMPLEX, COMMERCIAL STREET, PORTLAND, MAINE MADE FOR CITY OF PORTLAND DATED OCT. 16, 2000 BY OWEN HASKELL, INC.
- STANDARD BOUNDARY SURVEY AT 250 COMMERCIAL STREET, PORTLAND, MAINE MADE FOR MACOMBER, INC. JAN. 25 2001 REV. 2 02/23/10 BY OWEN HASKELL, INC.
- PLAN OF PROPERTY, MERRILLS WHARF, PORTLAND, MAINE MADE FOR ROBERT LEVINE TRUST DATED DEC. 20, 1979 BY ROBERT P. TITCOMB, INC. RECORDED IN PLAN BOOK 125 PAGE 43.
- MERRILL'S WHARF RECORDED IN PLAN BOOK 10 PAGE 93 SEPTEMBER 19, 1884 BY EDWARD C. JORDAN, C.E.

REV. 2	12-09-10	ADDITIONAL LOCATION/TOPO
REV. 1	10-25-10	ADD SEWER LINE

EXISTING CONDITIONS SURVEY
AT
260 COMMERCIAL STREET, PORTLAND, MAINE
MADE FOR RECORD OWNER
WATERFRONT, MAINE LIMITED PARTNERSHIP
224 12th AVENUE, NEW YORK, NY 10001

OWEN HASKELL, INC.
390 U.S. ROUTE ONE, FALMOUTH, ME 04105 (207) 774-0424
PROFESSIONAL LAND SURVEYORS

Drawn By	RS	Date	Job No.
Trace By	JLW	MAY 10, 2010	2010-048P
Check By	JWS	Scale	Drwg. No.
Book No.	1092	1" = 20'	1EC